

Paré Exhibit A

REPLY DECLARATION OF ZHUO ZHONGGEN

ZHUO ZHONGGEN states as follows:

1. I am an employee of Shanghai Fareast International Shipping Agency Co. Ltd. ("Shanghai Agency"). I was the person at Shanghai Agency which dealt with the M/V BRAVE JOHN's call at Shanghai, China in August, 2007.

2. I previously provided a declaration on January 28, 2008 with exhibits and now provide this further reply declaration.

3. Attached as Exhibit "1", is the Commercial Invoices covering the value of steel shipped on the BRAVE JOHN under BRJSHA003, BRJSHA004, BRJSHA021 BRJSHA029 as follows:

BRJSHA003: 971 bundles/2,239.314 mt, US\$1,360,609.70

BRJSHA004: 1,076 bundles/2,529.384 mt, US\$1,525,396.26

BRJSHA021: 1,456 bundles/3,434.019 mt, US\$2,037,951.02

BRJSHA029: 139 bundles/314.943 mt, $\frac{\text{US\$197,215.25}}{\text{US\$5,121,172.23}}$

4. The value of the cargo shipped under above four(4) freight collect bills of lading already amount to US\$5,121,172.23.

5. Two different bill of lading forms were used for these shipments. Attached as Exhibit "2" is the reverse side of the so-called "Congenbill" form which was, for example, used in bill of lading Nos. 1, 3, 4, 19, 21 and 29 (freight collect bills) and bill of lading Nos. 6, 7, 8, 9, 10 and 11 (freight prepaid bills).



6. Attached as Exhibit "3" is the reverse side of the other bill of lading form used for the shipments. This includes, for example, bill of lading Nos. 12, 13, 14, 15, 16, 17 and 18 (freight prepaid bills).

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.



Executed: Shanghai, China
March 7, 2008



Zhonggen Exhibit 1

B/L NO. BRJSTIA 003

Cargo Value: US\$ 1,360,609.70

YLUWUXI YULONG PRECISE STEEL PIPE CO.LTD

COMMERCIAL INVOICE

Issued by YULONG PRECISE STEEL PIPE CO.,LTD. WUXI WUXI JIANGSU P.R.CHINA		No. & date of Invoice YL-150-INV AUGUST 8,2007	
Applicant/Buyer ARO STEEL S.R.L. VIA CAVOUR, 39 43100 PRARMA, ITALY		No. & date of Documentary Credit (L/C) 02678/36510527	
Notify party ARO STEEL S.R.L. VIA CAVOUR, 39 43100 PRARMA, ITALY		Issuing bank of Documentary Credit (L/C)	
Port of loading SHANGHAI PORT, CHINA		Remarks: * WE CERTIFY THAT: 1) GOODS ARE PACKED IN STRONGLY STRAPPED BUNDLES OF MAXIMUM 2.5 MT/TONS AND OUTSIDE OF EACH BUNDLE IS WRAPPED FULLY BY PP WOVEN CLOTH. 2) EACH BUNDLE CARRIES LABEL SHOWING THE FOLLOWINGS: SIZE, NUMBER OF FIBRES PER BUNDLE, WEIGHT AND BUNDLE NO. 3) THE GOODS INVOICED AND SHIPPED ARE IN STRICTLY CONFORMITY WITH SALES CONTRACT DATED DECEMBER 20,2006 4) INVOICING ON ACTUAL WEIGHT	
Final destination		Quantity/unit Unit-price Total amount	
Description of Goods PRIME QUALITY NEWLY PRODUCED SELF COLOUR (BLACK) SQUARE AND RECTANGULAR COLD FINISHED HOLLOW SECTIONS IN QUALITY S355J2H COMPLYING WITH THE EUROPEAN STANDARD SPECIFICATION EN 10219. TOTAL QUANTITY 2170.544 METRIC TONNES.		Terms: FOB STOWED PORT OF SHANGHAI P.R.CHINA	
Length Net Weight		USD TOTAL AMOUNT	
LOT NO. SIZE M MT		N/M	
YL-150-13-03 150*150*6.3 12 32.04 595 19,063.80			
YL-150-14-03 150*150*8 12 32.02 596 19,051.90			
YL-150-15-03 150*150*10 12 47.04 595 27,988.80			
YL-150-16-03 200*200*8 12 27.846 615 17,125.29			
YL-150-17-03 200*200*10 12 65.920 615 40,540.80			
YL-150-18-03 200*200*12.5 12 44.814 615 27,560.61			
YL-150-19-03 200*200*12.5 18 10.185 616 6,263.78			
YL-150-21-03 250*250*10 12 38.880 615 23,911.20			
YL-150-22-03 250*250*12.5 12 63.720 615 39,187.80			
TOTAL 271 BUNDLES YL-150-23-03 250*250*12.5 18 12.744 615 7,837.56			
YL-150-27-03 300*300*10 12 79.572 615 48,936.78			
YL-150-28-03 300*300*10 18 31.410 615 19,317.15			
YL-150-33-03 400*400*10 12 31.038 615 19,088.37			
YL-150-40-03 200*100*10 12 52.27 615 32,146.05			
YL-150-42-03 200*150*8 12 31.614 615 19,442.61			
YL-150-44-03 200*150*10 12 37.968 615 23,350.32			
YL-150-50-03 250*150*8 12 39.578 615 24,340.47			
YL-150-51-03 250*150*10 12 75.914 615 46,687.11			
YL-150-52-03 250*150*10 18 28.462 616 17,504.13			
YL-150-53-03 250*150*12.5 12 29.736 615 18,287.64			
YL-150-59-03 300*150*10 12 24.477 615 15,053.36			
YL-150-63-03 300*200*8 12 8.280 615 5,092.20			
YL-150-64-03 300*200*10 12 65.208 615 40,102.92			
YL-150-64-03 300*200*10 18 36.738 615 22,593.87			

Ex 1
Zhuo

YL-150-66-03	300*200*12.5	12	60.032	615	36,919.68
YL-150-66-03	300*200*12.5	18	22.512	616	13,844.88
YL-150-69-03	350*250*10	12	39.382	616	24,219.93
YL-150-69-03	350*250*10	18	14.768	616	9,082.32
YL-150-73-03	400*200*10	12	52.450	616	32,256.76
YL-150-74-03	400*200*10	18	31.470	615	19,354.05
YL-150-75-03	400*200*12.5	12	43.306	616	26,633.19
YL-150-76-03	400*200*12.5	18	26.600	616	16,359.00
YL-150-80-03	400*300*10	12	40.899	615	25,152.89
YL-150-81-03	400*300*10	18	18.044	615	11,097.06
YL-150-83-03	500*300*10	12	27.700	615	17,035.50
YL-150-84-03	500*300*12.5	12	28.322	616	17,418.03
YL-133-12-06	400*400*16	12	2.070	630	1,304.10
YL-133-10-08	400*200*16	12	3.280	630	2,066.40
YL-133-22-05	250*250*16	12	1.340	630	844.20
YL-133-16-03	220*120*10	12	11.570	630	7,289.10
YL-133-14-03	200*120*10	12	10.800	630	6,804.00
YL-133-12-07	400*400*16	18	6.750	630	4,262.60
YL-133-10-09	300*300*16	18	9.900	630	6,237.00
YL-133-22-05	300*200*16	12	1.340	630	844.20
YL-133-14-04	200*120*10	18	12.980	630	8,177.40
YL-133-16-04	220*120*10	18	7.950	630	5,008.50
YL-133-16-04	220*120*10	18	0.790	630	497.70
YL-178-01-01	250*250*8	12	27.900	640	17,856.00
YL-178-01-02	250*250*10	12	82.560	640	52,838.40
YL-178-01-03	250*250*12.5	12	84.960	650	55,224.00
YL-178-02-02	300*300*10	12	87.948	640	56,286.72
YL-178-03-02	350*350*10	12	34.460	640	22,054.40
YL-178-03-03	350*350*12.5	12	30.424	860	19,775.60
YL-178-04-01	200*150*8	12	28.740	640	18,393.60
YL-178-04-02	200*150*10	12	37.968	640	24,299.52
YL-178-05-02	300*200*10	12	61.776	640	39,636.64
YL-178-05-03	300*200*12.5	12	55.744	650	36,233.60
YL-178-06-02	400*200*10	12	52.450	640	33,588.00
YL-178-06-03	400*200*12.5	12	53.495	650	34,771.75
YL-178-07-02	400*300*10	12	38.493	640	24,635.52
YL-178-07-03	400*300*12.5	12	54.677	660	35,540.05
YL-178-08-02	500*300*10	12	36.010	640	23,046.40
YL-178-08-03	500*300*12.5	12	49.980	660	32,487.00

2239.314 M.TONS US\$1,360,609.70

SAY US DOLLARS ONE MILLION THREE HUNDRED AND SIXTY THOUSAND SIX HUNDRED AND NINE
AND SEVENTY CENTS ONLY

DEDUCTION(ADVANCE PAYMENT) US\$170,280.00
BALANCE AMOUNT DRAWN US\$1,190,329.70

NET WEIGHT 2239.314 M.TONS
GROSS WEIGHT 2239.314 M.TONS

Signed by _____

FOR AND ON BEHALF OF
HANGSU YUJING STEEL PIPE CO., LTD

补 凯

B/L NO. BRISTOL 04
Cargo Value: US\$ 1,525,396.26 6/7**WUXI YULONG PRECISE STEELPIPE CO.,LTD.**
COMMERCIAL INVOICE

Beneficiary WUXI YULONG PRECISE STEEL PIPE CO.,LTD. NO.5.YULONG RD,YUQI WUXI JIANGSU 214183 P.R.CHINA		No. & date of invoice YL186-INV09 JUNE 26,2007
Applicant/Buyer WUXI STEEL BULGARIA EOOD 83.85 JAMES BAUCHER BLVD FL2 1407 SOFIA BULGARIA		No. & date of Documentary Credit (L/C) 411830368587 061110
Notify party WUXI STEEL BULGARIA EOOD 83.85 JAMES BAUCHER BLVD FL2 1407 SOFIA BULGARIA		Issuing bank of Documentary Credit (L/C)
Port of loading SHANGHAI PORT,CHINA	Final destination LA SPEZIA. ITALY	Remarks WE CERTIFY THAT; 1) GOODS ARE PACKED IN STRONGLY STRAPPED BUNDLE; MAXIMUM 2.5 M/TONS AND OUTSIDE OF EACH BUNDLE IS WRAPPED FULLY BY PP WOVEN CLOTH. 2) EACH BUNDLE CARRIES LABEL SHOWING THE FOLLOWINGS:SIZE, NUMBER OF PIECES PER BUNDLE, WEIGHT AND BUNDLE NO. 3) THE GOODS INVOICED AND SHIPPED ARE IN STRICTLY CONFORMITY WITH SALES CONTRACT DATED JULY 6TH, 2006 4) INVOICING ON ACTUAL WEIGHT
Vessel Name & Voyage number	Sailing on or about	

Marks and numbers of PKGs	Description of Goods	Quantity/unit	Unit-price	Total amount
FOB STOWED PORT OF SHANGHAI P.R.CHN				
2529.382 METRIC TONNES PRIME QUALITY NEWLY PRODUCED SELF COLOUR (BLACK) SQUARE AND RECTANGULAR COLD FINISHED HOLLOW SECTIONS IN QUALITY S355J2H COMPLYING WITH THE EUROPEAN STANDARD SPECIFICATION EN10219.				
N/M		LENGTH		
	SIZE	M	NET WEIGHT	USD
	LOT-01(S355J2H)			
YL-186-01-02	160*160*10MM	12	7.173	620 US\$4,447.26
YL-186-05-04	300*300*12.5MM	12	139.90	650 US\$90,935.00
YL-186-07-03	200*150*10MM	12	27.985	640 US\$17,910.40
YL-186-08-03	300*200*12.5MM	12	186.69	650 US\$121,348.50
			361.75	
YL-186-03-01	200X200X6.3MM	12	50.716	640 US\$32,458.24
YL-186-03-01	200X200X6.3MM	12	1.335	640 US\$854.40
YL-186-03-02	200X200X8MM	12	194.166	640 US\$124,266.24
YL-186-03-02	200X200X8MM	12	1.640	640 US\$1,049.60
YL-186-04-01	250X250X6.3MM	12	51.276	640 US\$32,816.64
YL-186-06-03	300*300*12.5MM	12	76.676	650 US\$49,839.40
YL-186-06-03	300*300*12.5MM	12	7.668	650 US\$4,984.20

				375.889			
	YL-186-04-03	250X250X10MM	12	209.480	640	US\$134,067.20	
	YL-186-04-03	250X250X10MM	12	2.580	640	US\$1,651.20	
	YL-186-04-04	250X250X12.5MM	12	104.230	650	US\$67,749.50	
				316.290			
TOTAL	1876 BUNDLES	YL-186-08-01	300X200X8MM	12	102.382	640	US\$65,652.48
		YL-186-08-02	300X200X10MM	12	107.185	640	US\$68,598.40
		YL-186-10-01	400*300*8MM	12	100.248	640	US\$64,158.72
				310.015			
		LOT-02(6235JR)					
	YL-186-14-02	200*100*5MM	12	149.140	555	US\$82,772.70	
	YL-186-15-03	200*150*8MM	12	114.936	555	US\$63,789.48	
				264.076			
	YL-186-15-05	200*150*10MM	12	167.592	555	US\$93,013.56	
	YL-186-13-04	200X200X8MM	12	1.090	555	US\$604.95	
	YL-186-13-04	200X200X8MM	12	145.907	555	US\$80,978.39	
				314.589			
	YL-186-13-05	200X200X10MM	12	81.089	555	US\$45,004.40	
	YL-186-13-05	200X200X10MM	12	50.297	555	US\$27,914.84	
	YL-186-14-03	200X100X6MM	12	63.838	555	US\$35,430.09	
	YL-186-14-03	200X100X6MM	12	86.014	555	US\$47,737.77	
				281.238			
	YL-186-14-04	200X100X8MM	12	145.289	555	US\$80,635.40	
	YL-186-14-05	200X100X10MM	12	152.660	555	US\$84,726.30	
				297.949			
				2529.382		US\$1,525,395.26	

SAY US DOLLARS ONE MILLION FIVE HUNDRED TWENTY FIVE THOUSAND AND
THREE HUNDRED AND NINETY FIVE AND TWENTY SIX CENTS ONLY.

NET 2529.382 M.TONS

GRC 2529.382 M.TONS

Signed by PIPE CO. LTD

WUXI VOL

BL NO. BRJSH021

Cargo Value: US\$ 2,037,951.02 %

WUXI YULONG PRECISE STEEL PIPE CO.,LTD.**COMMERCIAL INVOICE**

Beneficiary WUXI YULONG PRECISE STEEL PIPE CO.,LTD. NO.5.YULONG RD,YUQI WUXI JIANGSU 214183 P.R.CHINA		No. & date of invoice YL186-INV
Client/Buyer WUXI STEEL BULGARIA EOOD 83.85 JAMES BAUCHER BLVD FL2 1407 SOFIA BULGARIA		No. & date of Documentary Credit (L/C) 41830368587
Notify party WUXI STEEL BULGARIA EOOD 83.85 JAMES BAUCHER BLVD FL2 1407 SOFIA BULGARIA		Issuing bank of Documentary Credit (L/C)
Port of loading SHANGHAI PORT,CHINA	Final destination LA SPEZIA. ITALY	Remarks * WE CERTIFY THAT: 1) GOODS ARE PACKED IN STRONGLY STRAPPED BUNDLES OF MAXIMUM 2.5 M/TONS AND OUTSIDE OF EACH BUNDLE IS WRAPPED FULLY BY PP WOVEN CLOTH. 2) EACH BUNDLE CARRIES LABEL SHOWING THE FOLLOWINGS: SIZE, NUMBER OF PIECES PER BUNDLE, WEIGHT AND BUNDLE NO. 3) THE GOODS INVOICED AND SHIPPED ARE IN STRICTLY CONFORMITY WITH SALES CONTRACT DATED JULY 6TH, 2006 4) INVOICING ON ACTUAL WEIGHT
Vessel Name & Voyage number	Sailing on or about	
Quantity and numbers of PKGs	Description of Goods	Quantity/unit Unit-price Total amount
Terms: FOR STOWED PORT OF SHANGHAI P.R.CHINA		

1362.314 METRIC TONNES PRIME QUALITY NEWLY PRODUCED SELF COULOUR (BLACK) SQUARE AND RECTANGULAR
COLD FINISHED HOLLOW SECTIONS IN QUALITY S355J2H COMPLYING WITH THE EUROPEAN STANDARD SPECIFICATION
N/M EN10219.

		LENGTH		
SIZE	M	NET WEIGHT	USD	
LOT-01(S355J2H)				
160X160X6.3MM	12	30.940	620	US\$19,182.80
160X160X8MM	12	25.503	620	US\$15,811.86
160X160X8MM	12			
160X160X10MM	12	21.600	620	US\$13,392.00
180X180X6.3MM	12	50.740	620	US\$31,458.80
180X180X8MM	12	49.279	620	US\$30,552.98
180X180X10MM	12	53.421	620	US\$33,121.02
200X200X10MM	12	199.260	640	US\$127,526.40
250X250X8MM	12	199.796	640	US\$127,869.44
300X300X6.3MM	12	54.660	640	US\$34,982.40
300X300X8MM	12	97.615	640	US\$62,473.60
TOTAL 1611 BUNDLES	12	150.023	640	US\$96,014.72

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200X150X6.3MM	12	199.260	640	US\$127,526.40
400X200X8MM	12	99.644	640	US\$63,772.16
400X200X10MM	12	102.127	640	US\$65,361.28
400X300X8MM	12	100.038	640	US\$64,024.32
400X300X10MM	12	94.760	640	US\$60,646.40
400X200X12.5MM	12	98.554	650	US\$64,060.10
140X140X5MM	12	28.620	605	US\$17,315.10
140X140X6.3MM	12	36.876	605	US\$22,309.98
140X140X8MM	12	37.041	605	US\$22,409.81
140X140X10MM	12	35.792	605	US\$21,654.16
200X150X6.3MM	12	32.280	605	US\$19,529.40

LOT-02(8235JR)

150X150X4MM	12	140.320	540	US\$75,772.80
150X150X5MM	12	147.992	540	US\$79,915.68
150X150X6MM	12	150.420	540	US\$81,226.80
150X150X8MM	12	150.877	540	US\$81,473.58
150X150X10MM	12	152.362	540	US\$82,275.48
200X200X4MM	12	154.060	555	US\$85,503.30
200X200X5MM	12	152.480	555	US\$84,626.40
200X200X6MM	12	152.239	555	US\$84,492.65
200X100X4MM	12	139.220	555	US\$77,267.10
200X100X8MM	12	0.000	555	US\$0.00
200X150X5MM	12	150.270	555	US\$83,399.85
200X150X8MM	12	145.950	555	US\$81,002.25
		3434.019		US\$2,037,951.02

SAY US DOLLARS TWO MILLION THIRTY SEVEN THOUSAND NINE HUNDRED AND FIFTY ONE AND TWO CENTS ONLY

* NET WEIGHT 3434.019
* GROSS WEIGHT 3434.019

FOR AND ON BEHALF OF
WUXI YULONG STEEL PIPE CO., LTD.
Authorized Signature

B/L NO.: BRJSHA029

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Cargo Value: USD 197,215.25

YL WUXI YULONG PRECISE STEELPIPE CO.,LTD. **COMMERCIAL INVOICE**

Beneficiary WUXI YULONG PRECISE STEEL PIPE CO.,LTD. NO.5.YULONG RD,YUQI WUXI JIANGSU 214183 P.R.CHINA		No. & date of invoice YLJ86-INV02 AUG 8,2007	
Applicant/Buyer WUXI STEEL BULGARIA EOOD 83.85 JAMES BAUCHER BLVD FL2 1407 SOFIA BULGARIA		No. & date of Documentary Credit (L/C) 411830368587 061110	
Notify party ARO STEEL SRL VIA CAVOUR 39 43100 PARMA ITALY		Issuing bank of Documentary Credit (L/C)	
Port of loading SHANGHAI PORT,CHINA		Final destination	
Remarks * WE CERTIFY THAT: 1) GOODS ARE PACKED IN STRONGLY STRAPPED BUNDLES OF MAXIMUM 2.5 M/TONS AND OUTSIDE OF EACH BUNDLE IS WRAPPED FULLY BY PP WOVEN CLOTH. 2) EACH BUNDLE CARRIES LABEL SHOWING THE FOLLOWINGS: SIZE, NUMBER OF PIECES PER BUNDLE, WEIGHT AND BUNDLE NO. 3) THE GOODS INVOICED AND SHIPPED ARE IN STRICTLY CONFORMITY WITH SALES CONTRACT DATED JULY 8TH, 2006 4) INVOICING ON ACTUAL WEIGHT			
Marks and numbers of PKGs	Description of Goods	Quantity/unit	Unit-price
Terms: SHANGHAI P.R.CHINA AS PER INTOTERMS 2000			
320.185 METRIC TONNES PRIME QUALITY NEWLY PRODUCED SELF COLOUR (BLACK) SQUARE AND RECTANGULAR COLD FINISHED HOLLOW SECTIONS IN QUALITY S355ZH AND S235JR COMPLYING WITH THE EUROPEAN STANDARD SPECIFICATION EN 10219. ORIGIN OF THE GOODS CHINA			
N/M	LOT NO.	SIZE	LENGTH M
	(S235JR)		
	YL-186-15-03	200X130X6	12
	YL-186-16-02	250X100X5	12
	SUB TOTAL		
	(S355ZH)		
	YL-149-04-03-01	90X90X5	12
	YL-149-05-03-01	90X90X6.3	12
	YL-149-41-03-01	400X400X10	12
	YL-149-42-03-01	400X400X12.5	12
TOTAL 132 BUNDLES	YL-149-49-03-01	250X150X12.5	12
	YL-149-51-03-01	250X100X6.3	18
	YL-149-51-03-01	250X100X6.3	18
	YL-149-53-03-04	250X100X8	18
	YL-149-61-03-01	250X150X12.5	12
	YL-186-05-04	300X300X12.5	12
	YL-186-06-02	350X350X10	12
	YL-186-07-04	200X150X12.5	12
	YL-186-10-01	400X300X8	12
	YL-186-10-03	400X300X12.5	12
	SUB TOTAL		
	GRAND TOTAL:	314.943	M.TONS
	SAY US DOLLARS TWO HUNDRED THOUSAND AND FOUR HUNDRED AND NINETY ONE AND FIFTY CENTS ONLY.		
	* NET WEIGHT	314.943	M.TONS
	* GROSS WEIGHT	314.943	M.TONS
	Signed by		

FOR AND ON BEHALF OF
WUXI YULONG PRECISE STEEL PIPE CO.,LTD

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Authorized Signature

Zhonggen Exhibit 2

BILLOF LADING
 TO BE USED WITH CHARTER-PARTIES
 CODE NAME: "CONGENBILL"
 EDITION 1994
 ADOPTED BY
 THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)

Conditions of Carriage

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the law and Arbitration Clause, are herewith incorporated.

(2) General Paramount Clause.

- (a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Bill of Lading. Where no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.
- (b) Trades where Hague-Visby Rules apply
 In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968-the Hague-Visby Rules-apply compulsorily, the provisions of the respective legislation shall apply in this Bill of Lading.
- (c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

(3) General Average

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1984, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.

Cargo's contribution to General Average shall be paid in the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and Consignees expressly renounce the Belgian Commercial Code, Part Art 148.

(4) New Jason Clause.

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a saving vessel is owned or operated by the Carrier, Salvage shall be paid for as if the said saving vessel or vessels belonged to strangers. Such deposit on the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if requested, be made by the cargo, shippers, consignees or owners of the Cargo before delivery.

(5) Both-to-Blame Collision Clause.

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight
 Destination, etc., See overleaf

Ex 2
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Zhonggen Exhibit 3

The following are the conditions and exceptions hereinbefore referred to:

1. Definition. Wherever the term "Shipper" occurs hereinafter, it shall be deemed to include also Receiver, Consignee, Holder of the Bill of Lading and Owner of the goods.

2. Paramount Clause. This Bill of Lading shall be subject to the Hague Rules contained in the International Convention for the Unification of certain Rules of Law relating to Bills of Lading, dated at Brussels on 25th August 1924, or the corresponding legislation of the flag-state of the ship. If the stipulations of this Bill of Lading are wholly or partly contrary thereto, this Bill of Lading shall be read as if such stipulation or part thereof, as case may be, were deleted.

3. Jurisdiction. All disputes arising under and in connection with this Bill of Lading shall be settled in the flag-state of the ship, or otherwise in the place mutually agreed between the carrier and the shipper.

4. Period of Responsibility. The responsibility of the carrier shall commence from the time when the goods are loaded on board the ship and shall cease when they are discharged from the ship.

5. Packing and marks. The shipper shall have the goods properly packed and accurately and clearly marked before shipment. The port of destination of the goods should be marked in letters of 5 cm high, in such a way as will remain legible until their delivery.

6. Freight and other charges. Advance freight together with other charges is due on shipment. If not prepaid, though stipulated, the freight and other charges shall be paid by the shipper or receiver, plus 5% interest per annum running from the date of notification for their payment.

If the cargo shipped are perishable, low cost goods, live animals, deck cargo or goods for which there is no carrier's agent at the port of destination, the freight for such cargo and all related charges shall be paid at the time of shipment.

Freight payable at destination is due on ship's arrival together with other charges. Advance freight and/or freight payable at destination shall be paid to the carrier in full, irrespective of whatever loss or damage may happen to ship and cargo or either of them.

7. Penalty freight. The carrier is entitled, at port of shipment and/or port of destination, to verify the quantity, weight, measurement and contents of the goods as declared by the shipper. If the weight, measurement and/or contents of such goods as stated in the Bill of Lading turned out to be inconsistent with that of the goods actually loaded, and the freight paid falls short of the amount which would have been due if such declaration had been correctly given, the carrier is entitled to collect from the shipper double the amount of difference between the freight for the goods actually shipped and that mis-stated.

The shipper shall be liable for loss of and damage to the ship and/or cargo arising or resulting from inaccuracies in stating the description, quantity, weight, measurement or contents of the goods and shall indemnify the carrier for the costs and expenses in connection with weighing, measuring and checking such goods.

8. Lien. The carrier shall have a lien on the goods for freight, dead freight, demurrage and any other amount payable by the cargo, and shall be entitled to sell the goods by auction or otherwise at carrier's option. If, on the sale of the goods, the proceeds fail to cover the amount due and the cost and expenses incurred, the carrier shall be entitled to recover the difference from the shipper.

9. Notice of claim. When the cargo is taken delivery of by the receiver against Bill of Lading, if notice of damage or partial loss be not given in writing to the carrier at the time of the removal of the goods by the receiver, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the Bill of Lading. If the partial loss or damage of the goods cannot be discovered under the usual way of delivery, a notice of claim shall be given in writing within three days of the delivery. However, such notice of claim is not required in case the receiver has verified the goods jointly with the carrier.

In all circumstances, the carrier and the ship shall be discharged from all liabilities in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

10. Indemnity. The indemnity for loss of cargo shall be determined on the basis of its actual value, while the indemnity for damage to cargo shall be determined on the basis of the difference between the values of the goods before and after the damage. The value of the goods shall be determined on the basis of the market value at the port of destination on the day of ship's arrival, or, in case of nonarrival, on the day of expected arrival, or at the carrier's option, on the basis of the market value of the goods at the port of loading on the day of departure plus other charges concerned.

The duties and expenses saved shall be deducted from the indemnity for loss of or damage to the goods.

The amount of indemnity for loss of or damage to cargo shall in no case exceed £100 per package or freight unit, except special agreement besides Bill of Lading has been made and extra freight paid. Should the actual value of the goods per package or freight unit exceed the declared value stated in the aforesaid agreement, the carrier's liability, if any, shall not exceed the declared value, and any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Under no circumstances shall the carrier make allowances for loss of profit or loss in market value.

11. Loading, discharging and delivery. The goods shall be supplied and taken delivery of by the owner of the goods as fast as the ship can take and discharge them, without interruption, by day and night, Sundays and Holidays included, notwithstanding any custom of the port to the contrary and the owner of the goods shall be liable for all losses or damages incurred in default thereof.

Discharge may commence without previous notice. If the goods are not taken delivery of by the receiver from alongside the vessel without delay, or if the receiver refuses to take delivery of the goods, or in case there are unclaimed goods, the carrier shall be at liberty to land such goods on shore or any other proper places at the sole risk and expense of the shipper or receiver, and the carrier's responsibility of delivery of cargo shall be deemed to have been fulfilled.

The carrier has the right to sell the goods by public auction, if they are not taken delivery of within one month after the ship's arrival at the port of destination. Goods liable to deteriorate or those under special conditions shall be sold earlier.

12. Lighterage. Any lighterage in or off ports of loading or ports of discharge shall be for the account of the shipper or receiver.

13. Forwarding, substitute of vessel, through cargo and transshipment.

If necessary, the carrier may carry the goods to their port of destination by other vessel or vessels either belonging to the carrier or other persons or by rail or other means of transport proceeding either directly or indirectly to such port, and to carry the goods or part of them beyond their port of destination, and to tranship, lighten, land and store the goods on shore or afloat and re-ship and forward same at carrier's expense but at shipper's or receiver's risk. The responsibility of the carrier shall be limited to the part of the transport performed by him on the vessel under his management.

14. Deviation and changing of route. Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation and changing of route shall not be deemed to be infringement or breach of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.

15. Dangerous cargo. If goods of an inflammable, explosive or dangerous nature are shipped without contents being previously declared or shipped under false description, they may at any time be landed at any place or thrown overboard or destroyed or rendered innocuous by the carrier without compensation. The shipper shall be liable for all damages caused by such goods to the ship and/or cargo on board.

If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may likewise be dealt with by the carrier without liability on the part of the carrier except to general average, if any.

16. Deck cargo, plants and live animals. Cargo on deck, plants and live animals are received, handled, carried, kept and discharged at shipper's or receiver's risk and the carrier shall not be liable for loss thereof or damage thereto.

17. Refrigerated cargo. Before loading cargo in any insulated space, the Carrier shall addition to the Class Certificate, obtain the certificate of the Classification Society's Surveyor or other competent person, stating that such insulated space and refrigerating machinery are in the opinion of the surveyor or other competent person fit and safe for the carriage and preservation of refrigerated cargo. The aforesaid certificate shall be conclusive evidence against the shipper, receiver and/or any holder of Bill of Lading.

Receivers have to take delivery of refrigerated cargo as soon as the ship is ready to deliver, otherwise the carrier shall land the cargo at the wharf at receiver's or shipper's risk and expense.

18. Timber. Any statement in this Bill of Lading to the effect that timber has been shipped "in apparent good order and condition" does not involve any admission by the carrier as to the absence of stains, shakes, splits, holes or broken pieces, for which the carrier accepts no responsibility.

19. Bulk Cargo. As the carrier has no reasonable means of checking the Weight of bulk cargo, any reference to such weight in this Bill of Lading shall be deemed to be for reference only, but shall constitute in no way evidence against the carrier. Where bulk cargo or goods without marks or goods with the same marks are shipped to more than one Consignee, the Consignees or Owners of the goods shall jointly and severally bear any expense or loss in apportioning the goods or parcels and any deficiency shall fall upon them in such proportion as the Carrier, his servants or agents shall decide.

20. Heavy lifts and awkward cargo. Any one piece or package of cargo which weighs 2,000 kilos or upwards and any awkward or over length cargo must be marked with the weight and or dimensions and or length clearly and boldly by the shipper and shall be loaded and discharged by shore crane or otherwise at the ship's option and at the risk and expense of the shipper or Receiver. If any damage, loss or liability to the ship, lighter, wharf, quay, cranes, hoisting tackle, or whatsoever or to whomsoever occurs owing to the lack of statement or mis-statement of weight, measurement or length, the shipper or receiver shall be responsible for such damage, loss or liability.

21. General average. General average, if any, shall be adjusted according to the York-Antwerp Rules, 1950, at any port or place at the carrier's option.

22. War, quarantine, ice, strikes, congestion, etc. Should it appear that war, blockade, pirate, epidemics, quarantine ice strikes, congestion and other causes beyond the carrier's control would prevent the vessel from safely reaching the port of destination and discharging the cargo thereat, the carrier is entitled to discharge the cargo at the port of loading or any other safe and convenient port and the contract of carriage shall be deemed to have been fulfilled.

Any extra expenses incurred under the aforesaid circumstances shall be borne by the shipper or receiver.

Ex 3
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